

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

WILLY SUNDJAJA an individual, on
behalf of himself, and all persons similarly
situated,

Plaintiff,

v.

AIG COMMERCIAL INSURANCE
AGENCY, INC., a New Jersey Corporation
authorized to do business in the State of
California, and DOES 1 through 100,
inclusive

Defendants.

CASE NO. CV 09-3189 CW

CLASS ACTION

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
MOTION FOR AWARD OF ATTORNEYS'
FEES AND COSTS AND CLASS
REPRESENTATIVE ENHANCEMENT**

1 The parties have submitted their Settlement Agreement and Joint Stipulation evidencing
2 their proposed settlement (the "Settlement"), which this Court preliminarily approved in its
3 September 29, 2010, Order. In accordance with the preliminary approval order, Class Members
4 have been given notice of the terms of the Settlement and the opportunity to object to it or to
5 exclude themselves from its provisions. In addition, pursuant to the Class Action Fairness Act of
6 2005, 28 U.S.C. § 1715 ("CAFA"), the United States Attorney General, the California Attorney
7 General and the Attorney Generals of all other states where class members resided at the time
8 notice was issued have been given notice of the Settlement.

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10 Having received and considered the Settlement, the Motion for Final Approval of Class
11 Action Settlement; the Motion for Attorneys' Fees, Costs, and Representative Enhancement; the
12 supporting papers filed by the parties; and the evidence and argument received by the Court at the
13 final approval hearing, the Court grants final approval to the Settlement and grants the award of
14 attorneys' fees and costs, and HEREBY ORDERS and MAKES DETERMINATIONS as
15 follows:

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17 1. The Class covered by this Order is defined as: "All individuals who were
18 employed by C.I. Agency as an Underwriter and/or Senior Underwriter in the Executive Liability
19 underwriting unit in the State of California anytime between June 9, 2005, through the date of
20 preliminary approval of the Settlement."

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22 2. Pursuant to this Court's order of September 29, 2010, a Notice of Class Action
23 Settlement, and Exclusion Form were sent to each Class Member by first-class mail. These
24 papers informed Class Members of the terms of the Settlement, their right to object to the
25 Settlement or to elect not to participate in the Settlement and pursue their own remedies, and their
26 right to appear in person or by counsel at the final approval hearing and be heard regarding
27 approval of the Settlement. Adequate periods of time were provided by each of these procedures.
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1 No Class Members filed written objections to the Settlement as part of this notice process or
2 stated his or her intent to appear at the final approval hearing.

3
4 3. The Court finds and determines that this notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding approval of the Settlement based on the responses of Class Members. The Court finds
7 and determines that the notice provided in this case was the best notice practicable, which
8 satisfied the requirements of law and due process.

9
10 4. For the reasons stated in the Court's September 29, 2010, preliminary approval
11 order, the Court finds and determines that the proposed Settlement Class, as defined in the
12 definitions section of the Settlement, meets all of the legal requirements for class certification,
13 and it is hereby ordered that the Settlement Class is finally approved and certified as a class for
14 purposes of settlement of this action.

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16 5. The Court further finds and determines that the terms of the Settlement are fair,
17 reasonable and adequate to the class and to each Class Member and that the Class Members who
18 have not opted out shall be bound by the Settlement, that the Settlement is ordered finally
19 approved, and that all terms and provisions of the Settlement should be and hereby are ordered to
20 be consummated.

21
22 6. The Court finds that the notice requirements of the Class Action Fairness Act, 28
23 U.S.C. § 1715 (b), have been met.

24
25 7. The Court finds and determines that the payments to be made to the Settlement
26 Class Members as provided for in the Settlement are fair and reasonable. The Court hereby gives
27 final approval to and orders the payment of those amounts be made to the Settlement Class
28 Members out of the \$500,000 Maximum Settlement Amount in accordance with the terms of the

1 Settlement. AIG shall pay an absolute amount of \$500,000, with no reversion and the difference
2 between the \$500,000, on the one hand, and the amount of claimed funds, fees, costs, residual
3 administration costs, and incentive award on the other hand, shall be paid to the Wounded
4 Warriors Project under the *cy pres* doctrine.

5
6 8. The Court hereby grants and approves the application presented by Plaintiffs'
7 Attorneys for an award of fees and costs in the amount of \$125,000, as per the Settlement, to be
8 paid out of the Maximum Settlement Amount in accordance with the terms of the Settlement.

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10 9. The Court hereby grants and approves the application presented by the Plaintiff for
11 an award of an enhancement in the amount of \$7,500.00 to Willy Sundjaja to be paid out of the
12 Maximum Settlement Amount in accordance with the terms of the Settlement.

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14 10. Upon completion of administration of the Settlement, the Settlement Administrator
15 will provide written certification of such completion to the Court and counsel for the parties.

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17 11. Pursuant to the Settlement, all Class Members (except for those who filed
18 Exclusion Forms) are adjudged to have released Defendant and its former and present parents,
19 subsidiaries, and affiliated corporations and entities, and each of its respective officers, directors,
20 employees, partners, shareholders and agents, and any other successors, assigns, or legal
21 representatives, of and from any and all rights, claims, demands, liabilities, causes of action, liens
22 and judgments arising out of or in any way related to the matters set forth, or that could have been
23 set forth, in the Complaint in relation to the alleged claims relating to the release as set forth in
24 the Settlement.

25
26 12. Pursuant to the Settlement, all Class Members (except for those who filed
27 Exclusion Forms) are permanently barred from prosecuting against Defendant, and its former and
28 present parents, subsidiaries, and affiliated corporations and entities, and each of its respective

1 officers, directors, employees, partners, shareholders and agents, and any other successors,
2 assigns, or legal representatives, any individual or class claims that were released as set forth in
3 the Settlement.

4
5 13. Pursuant to the Settlement, Plaintiff is conclusively deemed to have released all
6 claims against the Released Parties as described in the Settlement.

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8 14. The parties are hereby ordered to comply with the terms of the Settlement.

9
10 15. This action, and the claims alleged in the Complaint filed in the Action is hereby
11 ordered dismissed with prejudice, each side to bear its own costs and attorneys' fees except as
12 provided by the Settlement.

13
14 16. Without affecting the finality of this Final Order in any way, this Court retains
15 jurisdiction of all matters relating to the interpretation, administration, implementation,
16 effectuation and enforcement of this order and the Settlement.

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19 IT IS SO ORDERED.

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21 Dated: December 20, 2010

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23 
24 HON. CLAUDIA WILKEN
25 UNITED STATES DISTRICT JUDGE
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